

## **EXHIBIT 12**

**SER 07 - CONTRACTOR USE OF SHIP'S FACILITIES:** In case any of the Vessel's machinery, equipment or fittings, such as winches, pumps, rigging, pipe lines, etc., is used by the Contractor, the Contractor shall repair or replace any damaged machinery, equipment, or fittings resulting from such use, subject to the limitations stated in SER 8 and SER 10 of this Attachment A.

**SER 08 - CONTRACTOR SAFETY RESPONSIBILITIES/LIABILITIES:**

- a. The Contractor shall inspect all work areas and use its best efforts to prevent accidents, injury or damage to all employees, persons, and property in and about the Work covered by the Specifications and to the portion of the Vessel upon which the work is done. Contractor further agrees that through its foremen, supervisors, or other responsible representatives it will notify CGS at once if any condition is or creates an unsafe, dangerous, or improper place in which to work, and assume the responsibility for seeing that such condition is corrected before proceeding with the Work. All equipment that presents a hazard or potential hazard to personnel shall have suitable protective devices installed. These may be carrier guards or other approved devices and shall preclude personnel injury. Examples of equipment requiring protective devices are those which contain exposed rotating parts, fan blades, belts, pulleys, flywheels, etc.
- b. ALL NEW MATERIAL MUST BE CERTIFIED ASBESTOS-FREE. If a material containing asbestos is inadvertently identified on a Contract Guidance Drawing or other document, it shall be the Contractor's responsibility nevertheless to substitute an otherwise equivalent non-asbestos-containing material. Contractor is responsible for all costs associated with the provision of asbestos-free material, whether or not provided for in the Specifications.
- c. The Contractor assumes all the risks of, and shall be responsible for, any and all damage or injury (including death) to persons or property caused by the negligence of the Contractor, its Subcontractors, their respective agents, employees, and any other persons for whose acts Contractor is liable in performing any of the Contractor's obligations set forth in the Specifications and/or these Terms and Conditions. The Contractor shall indemnify and hold harmless CGS, the Vessel, her owners, and their respective employees, directors, officers, underwriters, agents, and assigns against all liability, suits, actions, claims, costs or demands of any nature and description to which any of them may be subject to by reason of damage or injury (including death) to any person or property not covered by the U.S. Longshoremen's and Harbor Workers' Compensation Act as amended (33 U.S.C. § 901 *et seq.*), caused by the negligence of the Contractor, its Subcontractors, their agents, employees, and/or any other persons for whose acts Contractor is liable in performing any of the Contractor's obligations set forth in the Specifications and/or these Terms and Conditions.
- d. The Contractor shall be responsible for and make good at its own cost and expense any and all loss or damage of whatsoever nature to the Vessel (or part thereof), its equipment, movable stores and/or cargo, and CGS's materials and equipment, resulting from the